



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

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David K. Paylor
Director

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Regional Director

STATE AIR POLLUTION CONTROL BOARD

ORDER BY CONSENT

ISSUED TO

ALLIED CONCRETE COMPANY

DEQ Air Facility Registration No. 40954

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 10.1-1307 D, § 10.1-1309 and 10.1-1316 C, between the State Air Pollution Control Board ("SAPCB") and Allied Concrete Company for the purpose of resolving certain alleged violations of the Air Pollution Control Law and/or regulations as specified in Section C of this Order.

SECTION B: Definitions

Unless the context indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Va. Code" means the Code of Virginia (1950), as amended.
2. "Board" means the State Air Pollution Control Board, a permanent collegial body of the Commonwealth of Virginia as described in Code §§ 10.1-1301 and 10.1-1184.
3. "Regulations" refers to the Regulations for the Control and Abatement of Air Pollution for the Commonwealth of Virginia.
4. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.
5. "Director" means the Director of the Department of Environmental Quality.
6. "Allied Concrete Company" means Allied Concrete Company, certified to do business in Virginia and its affiliates, partners, subsidiaries, and parents.

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7. "Facility" means the Allied Concrete Company – Louisa plant located at 9815 Three Notch Road, Troy Virginia 22974 (State Route 250 – Zion Crossroads in Louisa County, Virginia).
8. "TSO" means the Fredericksburg Satellite Office of the Northern Virginia Regional Office of DEQ, located in Fredericksburg, Virginia.
9. "Order" means this document, also known as a Consent Order.
10. "2005 Air Permit" means Stationary Source Permit to Modify and Operate, issued to Allied Concrete Company on June 15, 2005.
11. "VAC" means Virginia Administrative Code.

SECTION C: Findings of Fact and Conclusions of Law

1. Allied Concrete Company owns and operates a concrete batch plant at the Facility. The Facility's operation is subject to the terms of the 2005 Air Permit.
2. On October 26, 2006, DEQ Fredericksburg Satellite Office staff conducted a compliance inspection of Allied Concrete Company's Louisa Plant. Upon arriving, DEQ staff observed fugitive dust emissions being emitted from the plant's haul road. It appeared that trucks traveling on this road were causing the dust emissions. The plant has a water sprinkler system to control dust emissions from the haul road, but the system was not in operation when DEQ arrived. DEQ issued Allied Concrete Company a verbal warning regarding dust emissions observed from the haul road on August 4, 2006 (as noted in an inspection report dated August 4, 2006).

During the inspection, a review of plant throughput records for the consecutive twelve month period ending September 30, 2006 indicated that Allied Concrete Company violated their 2005 operating permit by exceeding their permitted annual production limit of ready-mix concrete calculated monthly as the sum of each consecutive twelve-month period, for six consecutive months (January 2006 through June 2006).

In addition, the source did not have a copy of their current operating permit on site during the inspection.

3. DEQ issued a Notice of Violation (NOV) to Allied Concrete Company on November 17, 2006 for the above-referenced violations.
4. On November 28, 2006, DEQ spoke with Mr. Gus Lorber, President of Allied Concrete Company, via telephone to discuss resolutions to the Notice of Violation. Mr. Lorber agreed to resolve the NOV in a timely manner and submitted to the Department, via

electronic mail correspondence, corrective actions Allied Concrete Company intends to take to correct the deficiencies. The corrective actions submitted by Allied have been accepted by DEQ and have been incorporated into Appendix A of this Order.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code § 10.1-1307 D, §10.1-1309 and § 10.1-1316 C, the Board orders Allied Concrete Company, and Allied Concrete Company voluntarily agrees, to pay a civil charge in the amount of Ten Thousand four hundred sixty-three dollars (\$10,463.00) within thirty days of the effective date of this Order.

In addition, Allied Concrete Company agrees to comply with Appendix A of this order which requires Allied Concrete Company to (1) pave the facility haul road and (2) maintain a copy of their current operating permit on site at all times by the dates stipulated in Appendix A.

Payment shall be made by check payable to the "Treasurer of Virginia", delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Either in the transmittal letter or as a notation on the check, Allied Concrete Company shall indicate that this payment is submitted pursuant to this Consent Order and shall include the Federal Identification Number for Allied Concrete Company.

SECTION E: Administrative Provisions

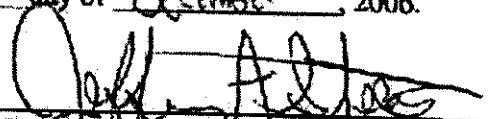
1. The Board may modify, rewrite, or amend the Order with the consent of Allied Concrete Company for good cause shown by Allied Concrete Company, or on its own motion after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified herein, including those matters addressed in the Notice of Violation issued to Allied Concrete Company by DEQ on November 17, 2006. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility as may be authorized by law; or (3) taking subsequent action to enforce this Order. This Order shall not preclude appropriate enforcement actions by other federal, state, or local regulatory authorities, whether or not arising out of the same or similar facts, for matters not addressed herein.

3. For purposes of this Order and subsequent actions with respect to this Order, Allied Concrete Company admits the jurisdictional allegations, factual findings, and conclusions of law contained herein.
4. Allied Concrete Company consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Allied Concrete Company declares it has received fair and due process under the Administrative Process Act, Va. Code §§ 9-6.14:1 *et seq.*, and the State Air Pollution Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to enforce this Order.
6. Failure by Allied Concrete Company to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Allied Concrete Company shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or other such circumstance. Allied Concrete Company must show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Allied Concrete Company shall notify the DEQ Regional Director in writing when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of this Order. Such notice shall set forth:
 - a. The reasons for the delay or noncompliance;
 - b. The projected duration of any such delay or noncompliance;
 - c. The measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. The timetable by which such measures will be implemented and the date full compliance will be achieved.

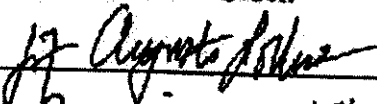
Failure to so notify the Regional Director within 24 hours of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim of inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Allied Concrete Company. Notwithstanding the foregoing, Allied Concrete Company agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until the Director or Board terminates the Order in his or its sole discretion upon 30 days written notice to Allied Concrete Company. Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Allied Concrete Company from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.
12. By its signature below, Allied Concrete Company voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 23rd day of December, 2006.


Jeffrey A. Siders, NYRO Regional Director
Department of Environmental Quality

Allied Concrete Company voluntarily agrees to the issuance of this Order.

By: 
Title: President, Allied Concrete Co.
Date: 12/20/06

Commonwealth of Virginia
City/County of Charlottesville

The foregoing document was signed and acknowledged before me this 20 day of

December, 2006, by J.F. August Lorber III, who is
President of Allied Concrete Company, on behalf of Allied Concrete Company.

Notary Public: Judith M. Roberts My commission expires: 4-30-08

**APPENDIX A
SCHEDULE OF COMPLIANCE**

Allied Concrete Company shall:

- a. By no later than April 15, 2007, pave the facility haul road.
- b. By no later than the effective date of this Consent Order, maintain a copy of the most current Air Operating Permit on site.